

REQUEST FOR QUOTATION



LOCKERS

RFQ # 04QT075

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CITY OF SCOTTSDALE

REQUEST FOR QUOTATION #04QT075

LOCKERS

The City of Scottsdale invites sealed quotations for lockers.

All procurement activities conducted by the City of Scottsdale are in conformance with the rules and regulations of the Scottsdale Procurement Code. A copy of the Code is available for review in the Office of the City Clerk, City Hall, 3939 Drinkwater Blvd., and the Purchasing Office, 9191 E. San Salvador Dr., Scottsdale, AZ. Copies of the Code are also available for sale to the Public at a fee of \$10.00 each at the Purchasing Office.

The City of Scottsdale reserves the right to reject any one or all Quotations, and to waive any informality in Quotations received.

SEALED QUOTATIONS ARE TO BE DELIVERED TO THE PURCHASING OFFICE, 2ND FLOOR, 9191 E. SAN SALVADOR DR., SCOTTSDALE, ARIZONA, 85258 NO LATER THAN JUNE 4, 2004 AT 2:00 P.M. LOCAL TIME.

ALL REQUEST FOR QUOTATION SUBMITTALS MUST BE RECEIVED AT THE PURCHASING OFFICE WHERE THEY WILL BE OFFICIALLY TIME AND DATE STAMPED PRIOR TO THE DUE DATE AND TIME.

APPROVED ALTERNATES

Requests for approval of alternates must be submitted to the Purchasing Office, 9191 E. San Salvador Dr., 2nd Floor, Scottsdale, AZ, 85258 no later than 4:00 P.M., Local Time, MAY 28, 2004. Refer to Instruction to Bidders for further information.

Quotations received after the due date and time will not be accepted.

Karen Burleson
BUYER

BARM
05/20/2004 11:12 AM

REQUEST FOR QUOTATION #04QT075
CONTRACT DOCUMENTS

This Request for Quotation becomes a Contract when Award to the Bidder is confirmed in writing.

The documents included in this Request for Quotation are listed below:

Request for Quotation

Instruction to Bidders

General Conditions

Specifications

Quotation Form(s)

REQUEST FOR QUOTATION #04QT075
INSTRUCTIONS TO BIDDERS

INFORMATION REQUESTS

REQUESTS FOR ADDITIONAL INFORMATION RELATING TO THE INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS OF THIS REQUEST FOR QUOTATION SHOULD BE DIRECTED TO Karen Burleson PHONE NO. 480-312-5716, kburleson@scottsdaleaz.gov

REQUESTS FOR ADDITIONAL INFORMATION RELATING TO SPECIFICATIONS SHOULD BE DIRECTED TO Michael Durward PHONE NO. 480-227-6128.

ORAL INSTRUCTION - INTERPRETATION

The City of Scottsdale will not be responsible for bidders adjusting their quotations based on oral instructions by any member of the city staff or by the City's contracted consultant or agent. Quotations deviating from the specifications contained herein by any means other than an authorized addendum by the Purchasing Office will be subject to rejection.

PURCHASING WEB SITE

The Purchasing web site provides a wide variety of information including: capability to download solicitations, invoicing guidelines, how to introduce your products, list of Buyers commodity lines, etc. The web site can be accessed at www.scottsdaleaz.gov/Vendors/default.asp

The City of Scottsdale does not maintain a vendor list, however, on the City's main web site page, select the Email Subscriptions link and subscribe to receive a notification of Solicitation Opportunities every Tuesday and Thursday – www.scottsdaleaz.gov

PRICING

The total cost amount containing all costs attendant to the quotation should be listed on the Quote Form and should include installation, and/or preparation charges, and transportation and delivery charges fully prepaid by the Contractor to the destination specified in the Request for Quotation and be subject only to cash discount. **OUT-OF-STATE BIDDERS DO NOT ADD ANY SALES, USE, OR FEDERAL EXCISE TAX TO YOUR QUOTATION. ARIZONA BIDDERS DO NOT ADD ANY SALES, USE, OR FEDERAL EXCISE TAX TO YOUR QUOTATION.**

QUANTITY

All quantities stated on the Quotation Form are subject to adjustment dictated by City requirements. Quantities at variance with stated quote quantities may be purchased as required.

TAXES

The City of Scottsdale is exempt from the payment of excise taxes imposed by the Federal Government. Such taxes must not be included in the proposed prices. Federal Excise exemption certificates will be furnished by the Purchasing Office on request.

Out-of-State Bidders: Do not include any use tax in your quotation. The City will add use tax as applicable.

REQUEST FOR QUOTATION #04QT075
INSTRUCTIONS TO BIDDERS

TAXES – CONT'D

Arizona Bidders: Do not include sales tax in your quotation. The City will add sales tax as applicable.

APPROVED ALTERNATE

Specifications may contain references to service requirements or methods, equipment and/or materials (patented or unpatented). Any reference to "or equal" or "approved equal" shall be construed to mean "Approved Alternate" in every instance. Such references shall be regarded as establishing a standard of quality, finish, appearance, performance or as indicating a selection or design based upon compatibility with existing equipment or materials. Such references shall not be construed as limiting the selection to a specified item or source. The use of an alternate or substitute, item or source as an approved alternate will be permitted subject to the following procedure:

The Bidder shall submit **2 copies** of a written Request for Substitution to the Purchasing Office, Attention Karen Burleson, at least eight (8) days prior to the Quotation due date. Requests for substitution submitted to other City Staff shall not be reviewed. The submittal envelope **MUST** be clearly marked with Request for Quotation number and "REQUEST FOR APPROVED ALTERNATE" Requests must be time stamped by the Purchasing Office by 2:00 P.M. MAY 28, 2004. Late requests will NOT be considered. The Request shall include **2 copies** of all information necessary for proof of quality and suitability for substitution including benefits, engineering design and data (calculations). The Bidder shall submit additional information and/or samples when requested by the City.

The Contract Administrator or Buyer will evaluate the information submitted, perform tests when necessary and make comparisons in order to approve or reject the Request. If rejected, the Contract Administrator or Buyer shall give notice of rejection to the Bidder submitting the Request.

The Purchasing Office, if the Request is accepted, shall issue a written addendum to the Request for Quotation specifying the approved alternates.

For purposes of submitting a Request for Approved Alternate, the "bidder" is defined as the person or firm who will be submitting the quotation to the City in response to this solicitation. Therefore the City will not entertain any submittal for an approved alternate from any party not meeting the above definition of "bidder".

ADDENDA

Any addendum issued as a result of any change in this Request for Quotation must be acknowledged by all bidders in one of the following manner:

1. Copies of all addenda must be attached to the returned Quotation.

OR

2. The appropriate addenda acknowledgment section on the Quote Form must be completed.

REQUEST FOR QUOTATION #04QT075
INSTRUCTIONS TO BIDDERS

AWARD/REJECTION OF QUOTATIONS

The Purchasing Manager reserves the right, as the interest of the City requires, to reject any or all quotations, to waive any informality in quotations received, to award a contract by accepting or rejecting any alternate quotations (additive or subtractive) and reserves the right to reject the quotations of any bidder who has previously failed to perform competently in any contract with the City. The City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.

QUOTATIONS & CONTRACTS

All Quotations must be submitted on the enclosed Request for Quotation set. Quotations accepted by the City in writing constitute a legally binding contract. In addition the successful Bidder may be required to sign one of the City of Scottsdale's applicable contracts.

Quotations must be presented sealed in an envelope with your company name and address in the upper left corner, along with the due date and time and quotation number in the lower left corner of the envelope. All pages of the Quotation Forms must be returned with your quotation to be considered responsive.

Quotations must be delivered to the Purchasing Office, 9191 E. San Salvador Dr., Scottsdale, Arizona 85258.

ENVIRONMENTAL PROCUREMENT POLICY

The City has established an Environmental Procurement Policy which encourages the purchase of the most environmentally responsible products and services available to meet the intended purpose. We encourage the offer of alternatives that increase the environmental responsibility of the products or services called for in this solicitation. If you wish to submit an alternative, follow the procedures specified in the Instructions to Bidders, Approved Alternate Section of this document.

TOTAL BID COST

Request for Quotations will be evaluated and recommended for award based on the total amount quoted excluding all applicable taxes.

The total Quotation amount shall include all costs attendant to the Request for Quotation such as any preparation charges and transportation and delivery charges fully prepaid by the Contractor to the destination specified in the Quotation.

REQUEST FOR TAXPAYER I.D. NUMBER & CERTIFICATION IRS W-9 FORM

Prior to any Contract Award, the I.R.S. W-9 Form ***must*** be completed and submitted to the City's Purchasing Office.

REQUEST FOR QUOTATION #04QT075
GENERAL TERMS AND CONDITIONS

ACCEPTANCE/AGREEMENT

Any agreement made pursuant to this Request for Quotation must be accepted in writing by the Contractor. If for any reason Contractor should fail to accept in writing, any conduct by Contractor which recognizes the existence of an Agreement pertaining to the subject matter hereof shall constitute acceptance by Contractor of the Agreement and all of its terms and conditions. Any terms proposed in Contractor's acceptance of City's offer which add to, vary from or conflict with the terms herein are hereby objected to. Any such proposed terms shall be void and the terms herein shall constitute the complete and exclusive statement of the terms and conditions of the Agreement between the parties and may hereafter be modified only by written instrument executed by the authorized representatives of both parties. If any Agreement has been issued by the City in response to an offer and if any of the terms therein are additional to or different from any terms of such offer, then the issuance of the Agreement by the City shall constitute an acceptance of such offer subject to the express conditions that the Contractor assent to such additional and different terms herein and acknowledge that the Agreement constitutes the entire agreement between the City and the Contractor with respect to the subject matter and acknowledged unless Contractor notifies the City to the contrary in writing within ten (10) days of receipt of the Agreement.

FORCE MAJEURE

The City shall not be held responsible for acceptance of all or any part of the materials tendered for delivery under this Agreement due to federal, state or municipal action, statute, ordinance or regulation, strike or other labor trouble, fire, windstorm or other incidents outside of the City's control which shall make such acceptance impossible or impractical.

WARRANTY

Contractor warrants that all goods or services furnished hereunder shall be merchantable, and free from any defects in workmanship or material. If Contractor has been informed of the use of the products, Contractor also warrants that the items furnished hereunder are suited and appropriate for such use. Contractor shall indemnify and save the City harmless from any breach of this warranty, and no limitations on City's remedy in Contractor's documents shall operate to reduce this indemnification. Contractor shall extend all warranties it receives from its vendors to City. This warranty is in addition to all warranties contained under the law.

PATENTS

The Contractor agrees upon receipt of notification to promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City of Scottsdale and its agents or vendors for alleged patent and/or copyright infringement, as well as for the alleged unfair competition resulting from similarity in design, trademark or appearance of goods by reason of the use or sale of any goods furnished under this contract and the Contractor further agrees to indemnify the City against any and all expenses, losses, royalties, profits and damages including court costs and attorney's fees resulting from the bringing of such suit or proceedings including any settlement or decree of judgment entered therein. The City may be represented by and actively participate through its own counsel in any such suit or proceedings if it so desires.

REQUEST FOR QUOTATION #04QT075
GENERAL TERMS AND CONDITIONS

INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City of Scottsdale, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses relating to, arising out of, resulting from or alleged to have resulted from the performance of the work. Contractor's duty to defend, indemnify and hold harmless the City of Scottsdale, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense (including but not limited to attorney fees, court costs, and the cost of appellate proceedings) that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of tangible property including loss of use resulting therefrom, caused in whole or in part by any act or omission of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether such claim, damage, loss or expense is caused in part by a party indemnified hereunder including the City of Scottsdale.

QUALITY STANDARDS OF MATERIAL

If desired by the City, items quoted shall be subjected to testing, dissection or analysis by a recognized testing laboratory or consultant selected by the City to determine that the material(s) submitted for quotation conform to the specifications. The cost of testing, dissection or analysis shall be borne by the bidder.

RISK OF LOSS

Contractor agrees to bear all risks of loss, injury or destruction of goods and materials ordered as a result of this Request for Quotation which occur prior to delivery to the City, and such loss, injury, or destruction shall not release Contractor from any obligation hereunder.

MAIL INVOICES TO

**CITY OF SCOTTSDALE
ACCOUNTS PAYABLE
7447 E. INDIAN SCHOOL RD.
SCOTTSDALE, ARIZONA 85251**

The City of Scottsdale's payment terms are payment within thirty (30) days. Payment may be sooner where cash discounts are offered for early payment, however, cash discounts offered will not be considered in determining lowest bidder. In no event will payment be made prior to receipt of invoice and/or purchased item. The city is not liable for delays in payment caused by failure of the vendor or contractor to send invoice to the address specified.

CHEMICALS

Vendors must agree to provide material safety data sheets for all substances that are delivered to the City of Scottsdale, that come under the Federal Toxic and Hazardous Substance - Hazard Communication Standard, Section 1910 - 1200 Hazard Communication (reference-Occupational Safety and Health Standard, Subpart - 2 Toxic and Hazardous Substances - Hazardous Communication Standard).

REQUEST FOR QUOTATION #04QT075
GENERAL TERMS AND CONDITIONS

CHEMICALS – CONT'D

All Vendors using chemicals on City of Scottsdale property, shall use only the safest chemicals, with the least harmful ingredients. These chemicals shall be approved for use by a City of Scottsdale representative prior to bringing them on property.

Vendors shall make every attempt to apply approved chemicals with highly volatile organic compounds, outside of working hours. Adequate ventilation shall be used at all times during the application of these approved chemicals.

In conjunction with the Occupational Safety and Health Standards, Subpart-2 Toxic and Hazardous Substances-Hazard Communication Standard, Section 1910-1200 Hazard Communication, Vendors are hereby informed of the presence of (or possible presence) of chemicals in the area where the work requested will be performed. It is the responsibility of all selected Vendors to contact the City of Scottsdale for specific information relative to the type of chemicals present and location of appropriate material safety data sheets.

REQUEST FOR QUOTATION # 04QT075
SPECIFICATIONS

The City of Scottsdale is requesting quotations for twenty-two (22) Penco lockers meeting the following specifications:

MATERIALS

LOCKER SIZE: Single Tier 15"x18"x72" (78" Overall) locker with a single Hat Shelf.

SHEET STEEL: All parts made from prime grade mild cold rolled sheet steel free from surface imperfection, and capable of taking a high grade enamel finish.

HINGES: .074" thick, 2" high, double spun, full loop, tight pin, five-knuckle hinges, projection welded to door frame and securely fastened to the door with 2 steel rivets. Doors shall have three hinges.

FINISHING: Chemically pretreat metal with a six stage cleaning phosphatizing and metal preparation process. Finish coat shall be hot airless electrostatically applied enamel baked on at 350 to 400 degrees. All lockers shall be painted inside and outside with the same color. Color shall be gray.

EQUIPMENT: Coat hooks and coat rods shall be zinc plated. Truss fin head bolts and hex nuts shall be zinc plated.

FABRICATION GENERAL

CONSTRUCTION: Each locker shall have an individual door and frame, individual top, bottom, back and shelves with common intermediate uprights separating compartments. Lockers shall be fabricated square, rigid and without warp. Doors shall be flat and free of distortion.

DOOR FRAME: All doorframe members to be not less than 16 gauge formed to a channel shape. Vertical members to have an additional flange to provide a continuous door strike. Intermembering parts to be mortised and tenoned and electrically welded together in a rigid assembly capable of resisting strains. Cross frame members of 16 gauge channel.

BODY: Bolt spacing in locker body construction not to exceed 9" o.c. All locker body components shall be made of cold rolled steel specially formed for added strength and rigidity and to ensure tight joints at fastening points. Tops & bottoms shall be 24 gauge with three sides formed 90 degrees and the front offset formed to be flush with the horizontal frame member. Shelves shall be 24 gauge with four sides formed to 90 degrees, the front edge shall have a second bend. Backs & sides shall be 24 gauge.

DOORS: Door shall be formed from one piece 16 gauge cold rolled sheet steel. Formations shall consist of a full channel shape on the lock side of adequate depth to fully conceal the lock bar, channel formation on the hinge side, and right angle formations across the top and bottom. Locker door shall have a 3" wide 20 gauge full height reinforcing pan welded to the inside face of the door on 6" centers.

REQUEST FOR QUOTATION # 04QT075
SPECIFICATIONS

DOOR HANDLE: Handle to consist of zinc alloy die-cast case and handle. 40,000 PSI maximum tensile strength, chrome plated. Handle to be pulled out to move up latch bar and open door in one motion. Padlock eye for use with 9/32" diameter padlock shackle to be an integral part of handle and to be so located that extension of handle forms a padlock strike. Attachment to latch bar shall be tamper-proof and concealed inside the door. The case shall be kick proof type, shielding the movable part and provide a padlock strike to prevent scratching and marring the door. A lock hole cover plate shall be provided for use with padlocks.

DOOR LATCHING: Doors to have latch clip engaging the doorframe at three points. Locking device to be positive, automatic type, whereby locker door may be locked when open, then closed without unlocking. One rubber silencer shall be firmly secured in the frame at each heavy gauge latch hook. Latch clips shall be glass filled nylon for long life and low friction and shall hold doors shut by engaging the latch hooks. The latch channel assembly shall be quieted by the use of unique nylon glides to reduce noise.

VENTILATION: Locker door shall have two sets of louvers, one set near the top of the door and another set near the bottom of the door.

INTERIOR EQUIPMENT: Single-tier lockers shall have a hat shelf located approximately 9" below the top of locker. Locker shall have three single-prong hooks and one double-prong ceiling hook. Single tier locker shall have a coat rod instead of a ceiling hook. Hooks to be attached with two bolts per hook and four wall hooks.

LEGS: shall have (4) four 6" legs

LOCKER TOPS: shall be flat

LOCKER CONFIGURATION:

- (3) 4 unit configuration – 12 lockers
- (1) 3 unit configuration – 3 lockers
- (3) 2 unit configuration – 6 lockers
- (1) 1 unit configuration – 1 locker

Alternates may be submitted following the instructions on page 4. The referenced brand names and sizes are for identification and performance level purposes only and are in no way intended to limit competition. Requests for approved alternates are encouraged and all submittals will be reviewed by the Contract Administrator.

**REQUEST FOR QUOTATION # 04QT075
LOCKERS
QUOTATION FORM**

QUOTATION

QUANTITY/DESCRIPTION	UNIT PRICE	EXTENDED COST
22) Lockers per specifications	\$	\$
TOTAL COST, EXCLUDING TAX		\$
SALES TAX PERCENTAGE ____%		

CREDIT CARD

Does your firm accept payment by Credit Card: Yes_____ No_____

TAXES

1. Do not include any sales, use, or federal excise tax in your quotation. The City is exempt from the payment of federal excise tax and will add sales and use tax as applicable.
2. The Vendor/Contractor is responsible for and shall include the applicable sales tax rate as requested.
3. The City of Scottsdale will not allow any adjustment in quotations for claimed error in tax calculations.

DELIVERY

- Delivery Location: Central Warehouse, 9191 E. San Salvador Drive, Scottsdale, AZ 85258
1. Delivery terms are f.o.b. destination.
 2. Delivery will be completed within ____ days after receipt of Purchase Order.
 3. Prices quoted herein are effective thru completion of delivery against this Agreement.

ADDENDA

The bidder hereby acknowledges receipt of and agrees his quotation is based on the following Addenda.

ADDENDUM # ____ DATED _____ ADDENDUM # ____ DATED _____

ADDENDUM # ____ DATED _____ ADDENDUM # ____ DATED _____

NO QUOTATION

NO QUOTATION: If no quotation is submitted please state reason:

NAME OF FIRM: _____

SUBMIT ONE ORIGINAL AND ONE COPY WITH YOUR QUOTATION

REQUEST FOR QUOTATION # 04QT075
QUOTATION FORM

My signature on this Quotation Form certifies that I have read, understand and will comply with all terms, conditions, and specifications stated in all the documents constituting the Contract.

NAME OF FIRM _____

ADDRESS _____

CITY, STATE, ZIP: _____

TYPE OF BUSINESS ORGANIZATION _____
(Corporation, Partnership, Sole Proprietorship, Etc.)

SIGNATURE: _____ DATE: _____
(Officer of Company)

PRINT NAME: _____

CONTACT NAME _____ TITLE _____

TELEPHONE: _____ FAX _____

E-MAIL ADDRESS: _____ WEB SITE: _____

Employer's Identification No. _____ as filed on US Quarterly Tax Return US Treasury Form #947.

**TO CONSTITUTE A RESPONSIVE QUOTATION ALL PAGES OF THE QUOTATION FORM
MUST BE EXECUTED AND RETURNED**

SUBMIT ONE ORIGINAL AND ONE COPY WITH YOUR QUOTATION